

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF NEW YORK

Sonya Coley, et al.  
Plaintiffs.

v.

Vanguard Urban Improvement Ass'n  
Inc., et al.  
Defendants.

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Civil Action No. 12-cv-5565  
(Chen, J)(Reyes, M.J.)

**AFFIDAVIT OF EBONY HALL  
IN SUPPORT OF MOTION FOR DEFAULT**

STATE OF NEW YORK                    )  
  ) ss:  
COUNTY OF KINGS                    )

I, **Ebony Hall**, being duly sworn and under penalty of perjury, depose and state as follows:

1. I am over the age of 21 and I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I reside at [REDACTED], Brooklyn, NY [REDACTED].

3. I was hired by defendant Vanguard Urban Improvement Association, Inc. on September 10, 2001 and worked for the company until November 26, 2012.

4. I am a high school graduate. My last job title was Counselor Specialist.

5. My job duties as Counselor Specialist included recruit program participants, assisting in participant values clarification and goal setting, assisting with career education advancement by assisting in decision-making, examination of interest, aptitudes and skills in relation to

opportunities, disseminating information to the target population regarding services available, monitoring participant progress through career education, and other duties as assigned.

6. My work schedule was Monday - Friday, 9:00 a.m. to 5:00 p.m. I was supposed to work 35 hours each week.

7. Between November 2006 and November 26, 2012, I worked a total of 43 hours each week. I was told from the beginning of my employment, when I first started working extra hours, that I was not permitted to put on my time card the number of extra hours that I worked each week.

8. Between November 26, 2006 and November 26, 2012, I earned \$500.00 weekly.

9. Vannugard owes me unpaid straight time of \$22,348.20 (14.28/hrly rate x 313 weeks). Vannugard owes me unpaid overtime of \$20,113.38 (14.28/hrly rate x time & ½ x 313 weeks).

10. When my employment ended on November 26, 2012, Vannugard owed me unpaid annual leave as follows: 182.75 unpaid annual leave hours x \$14.28 (hourly rate) = \$2,610.71.

11. Throughout my employment, Vannugard delayed payment for my wages **for at least 16 payroll periods in 2012**: January 13 through 30, 2012, February 2 - February 7, 2012, February 15, February 23, March 12 - March 23, March 26 - April 7, 2012, April 9 - April 20, 2012, April 23 - May 4, 2012, May 7 - May 18, 2012, May 21 - June 1, 2012, June 6 - June 15, 2012, June 18 - June 29, 2012, July 1 - July 13, 2012, July 16 - July 27, 2012, June 30 - August 9, 2012, August 13 - August 24, 2012; **for 8 payroll periods in 2011**: October 10 - October 21, 2011, January 17 - January 28, 2011, March 14 - March 24, 2011, April 11 - April 22, 2011, June 6 - June 17, 2011, June 20 - July 1, 2011, July 4 - July 15, 2011 and July 18 - July 29, 2011; **and two payroll periods in 2010**: October 25 - November 5, 2010 and July 19 - July 30, 2010.

12. Concerning the late wage payments, my supervisor Sonya Coley inquired about the late paychecks to Arthur Niles, the Executive Director. She reported outcomes of each meeting to the staff. The late paychecks caused me to be depressed and frustrated due to an inability to meet my financial obligations. I was required to make late payment penalties on all of my bills so I could not pay all of my bills. My credit was damaged. On August 7, 2012, Vannguard employees demanded a meeting with the Board of Directors. We advised Board members, including but not limited to defendants Thomas C. Hansard, Jr., Chairman of the Board, Annunciate Hopkins Pope, Treasurer and Bakbakkar Harris, Secretary of the Board that we had not been paid for several weeks. Despite our complaints, the defendants did nothing to see that we received our paychecks in a timely manner.

13. On November 26, 2012, Vannguard Urban Improvement Association, Inc. locked its employees out of the building and we were unable to report for work. The company posted a notice on the door stating "Notice of Termination" and "Closed for Business."

14. In this lawsuit, I am seeking a total of \$45,072.29 for unpaid wages, unpaid overtime and annual leave time, and liquidated damages of \$45,072.29, exclusive of interest and attorneys fees and costs.

I declare under penalty of perjury that the foregoing is true and correct.

SWORN TO and SUBSCRIBED before me by

this 30<sup>th</sup> day of April, 2013

*Shirley Hall*  
*Shirley Hall*  
*Irene D. Thomas*  
Irene Donna Thomas, Notary Public

Irene Donna Thomas  
Notary Public  
Reg.#02TH6007108  
State of New York  
My commission expires 9-13-15